Corporations (2nd ed.) § 447, it appears that some degree of sound judgment and consideration for minority stockholders as well as mere honesty may be required of the directors in the exercise of their discretion. 3 Southern Law Quarterly 281. Where injudicious judgment shades into unreasonableness or arbitrariness is not entirely clear. The existence of undistributed profits alone is not sufficient cause for equity to act, *Stevens* v. *United States Steel Corporation* (1905) 68 N. J. Eq. 373, 59 Atl. 905; *Marks* v. *Brewing Co.* (1910) 126 La. 666, 52 So. 983; see *Richardson* v. *Vermont & Mass. R. R.* (1872) 44 Vt. 613, 622, but the retention of net profits, meaning thereby, earnings over and above the needs of the business, including expansion and emergencies, seems to furnish reason for equitable interference. *Trimble* v. *American Sugar Refining Co.* (1901) 61 N. J. Eq. 340, 348 (*semble*); see *Stevens* v. *United States Steel Corporation, supra,* at p. 377; *Storrow* v. *Texas Consol. Compress & Mfg. Ass'n., supra,* at p. 616. In the principal case, since it was demonstrated almost with mathematical certainty that the corporate needs, as above defined, were much less than the accumulated profits, the relief granted was amply justified.

ELECTIONS—DEPRIVATION OF RIGHT TO VOTE—ACTION FOR DAMAGES.—By an effective conspiracy among the defendants, two of whom were election judges, the plaintiffs were prevented from casting their ballots in an election in which candidates for presidential electors, United States Senator and Representative were to be voted for. The plaintiffs brought an action for damages. *Held,* a recovery should be allowed. *Wayne* v. *Venable* (C. C. A., 8th Cir. 1919) 260 Fed. 64.

When one entitled to vote has been prevented from so doing he may recover damages if the action of the election officials has been willful and malicious, *Ashby* v. *White* (1703) 1 Bro. P. C. 62 (*semble*); *Hanlon* v. *Partridge* (1897) 69 N. H. 88, 44 Atl. 807; *Swafford* v. *Templeton* (1902) 185 U. S. 487, 22 Sup. Ct. 783 (*semble*), but in general the officials are excused if they act in good faith. *Perry* v. *Reynolds* (1885) 53 Conn. 527. 3 Atl. 555; *Tozer* v. *Child* (1857) 7 El. & Bl. 377; *contra, Lincoln* v. *Hapgood* (1814) 11 Mass. 350. Where, however, statutes have been interpreted as making the duties of election officers ministerial only, a recovery may be had whether or not they acted with malice. *Lane* v. *Mitchell* (1911) 153 Iowa 139, 133 N. W. 381; *Gillespie* v. *Palmer* (1866) 20 Wis. 544, 558. The fact that the defendants are liable criminally will not prevent a civil suit. *Hanlon* v. *Partridge, supra; Larned* v. *Wheeler* (1886) 140 Mass. 390, 5 N. E. 290.

EQUITY—JURISDICTION BY CONSENT—SEPARATION AGREEMENT.—A separation agreement voluntarily entered into between husband and wife provided for the payment to the wife of a fixed sum of $700 monthly, but further stipulated that either party could apply to the courts for a modification in the event of any material change in his or her circumstances. Later the wife became independently wealthy while the income of the husband shrank. The husband, after an unsuccessful attempt to induce the wife to accept a smaller sum, brought a bill in equity for specific performance, asking that the sum agreed upon be greatly reduced in view of his circumstances. *Held,* in such a case the court would not determine to what allowance the wife was entitled. *Stoddard* v. *Stoddard* (N. Y. 1919) 124 N. E. 91.

It is well settled that parties cannot by agreement foist upon a

court matters over which it has no jurisdiction. *Eaton* v. *Eaton* (Mass. 1919) 124 N. E. 37. And although a court will not fix the terms of a contract which expressly imposes such a determination upon it, where the parties have provided some independent method for subsequently defining the terms of a contract, left general at the time of making the agreement, and such a method fails, the court will come to the aid of the parties, as where "reasonable" compensation was stipulated; see *Joy* v. *St. Louis* (1891) 138 U. S. 1, 43, 11 Sup. Ct. 243; or arbitration; *Castle Creek Water Co.* v. *Aspen* (1906) 146 Fed. 8; *Coles* v. *Peck* (1884) 96 Ind. 333; *Johnson* v. *Conger* (N. Y. 1861) 14 Abb. Pr. 195; or "sufficient" security. *Greenleaf* v. *Blakeman* (1899) 40 App. Div. 371, 58 N. Y. Supp. 76, *aff'd* (1901) 166 N. Y. 627, 60 N. E. 1111. But where the state itself terminates or qualifies the marital relation, as in divorce or separation proceedings, the legislature, to enforce what it regards as a social duty, empowers the courts to originate adequate provisions for the support of the wife. N. Y. Code Civ. Proc., §§ 1762, 1766. But such a statute confers this power upon the court only where the separation is judicially requested, and not where the parties by themselves have entered into a separation agreement. *Johnson* v. *Johnson* (1912) 206 N. Y. 561, 100 N. E. 408; *Ramsden* v. *Ramsden* (1883) 91 N. Y. 281. In the instant case, no judicial separation having been requested, and the plaintiff thus having failed to bring his case within the statute, the decision rests on the general principle that parties may not write agreements which in so many words compel the courts to fill in the terms.

LANDLORD AND TENANT — ASSIGNMENT AND SUBLEASE — UNLAWFUL DETAINER.—The sublessee of certain premises leased a portion thereof to the defendant for a longer period than he himself possessed, imposing new conditions and reserving a right of entry for condition broken or for non-payment of rent. The original lease and sublease having expired, the owners of the premises leased to the plaintiff who, upon the defendant's refusal to vacate, ousted him under the Unlawful Detainer Statute. Wash. Codes & Stats. 1915, c. 2 Title 6. *Held,* the action was properly brought. *Sheridan* v. *Doherty* (Wash. 1919) 181 Pac. 16.

Unlawful detainer is maintainable only where the relation of landlord and tenant exists, *Cameron Tobin Baking Co.* v. *Tobin* (1908) 104 Minn. 333, 116 N. W. 838; *Meyer* v. *Beyer* (1906) 43 Wash. 368, 86 Pac. 661, a lessee in possession being in the landlord's position for the purpose of the action. *Capital Brewing Co.* v. *Crosbie* (1900) 22 Wash. 269, 60 Pac. 632. The retention by the lessee of part of the term, however small, is sufficient reversion to prevent any privity of estate between his lessor and transferee. *Davis* v. *Morris* (1867) 36 N. Y. 569. But a transfer by the lessee of his entire interest in all of the premises, *Campbell* v. *Cates* (Tex. Civ. App. 1899) 51 S. W. 268, or in part, see *Hollywood* v. *First Parish in Brockton* (1906) 192 Mass. 269, 78 N. E. 124, will operate as an assignment, *in toto* or *pro tanto,* as the case may be, because no reversion is left in the lessee and the necessary relationship is established. *Holder* v. *Tidwell* (1913) 37 Okla. 553, 133 Pac. 54; 1 Tiffany, Landlord and Tenant, § 151. Obviously a lease purporting to convey a longer term than the lessee himself has operates as a transfer of his whole interest and leaves him no reversion. *Stewart* v. *Long Island R. R.* (1886) 102 N. Y. 601, 8 N. E. 200. It is settled by the overwhelming weight of authority